

BOLIC A. DEGASIS

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ATTORNEYS AT LAW

142 MAIN STREET

NASHUA, N. H.

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Agreement made this 7th day of April, 1947, between John Gleneck of Nashua, in the County of Hillsborough and State of New Hampshire, party of the first part, herein after called the "Manager", and Roger Toothaker of Hudson, in the County of Hillsborough and State of New Hampshire, party of the second part, herein after called the "Boxer".

(1) The Manager hereby engages the Boxer to render services as such, and the Boxer hereby accepts the said engagement; such hiring and such engagement subject to the terms and conditions herein after mentioned.

(2) The Boxer hereby appoints the Manager as his manager and representative in connection with all matches, contests and exhibitions, and including all theatrical appearances or exhibitions in which he shall engage or take part during the continuance of this agreement which shall commence on the 11th day of April, 1947, and terminate on the 11th day of April, 1952, or until mutually cancelled.

(3) The Manager shall arrange all matches, contests and exhibitions for the Boxer, at such places and times with such opponents as the Manager deems advisable.

(4) The Boxer shall not engage in any matches, contests or exhibitions for hire, money or prize of any nature during the continuance of this agreement without the consent or authority and direction of the Manager.

(5) The said Manager shall have full authority to place and shall be fully responsible for all advertising, the posting of all forfeits, and the arranging of all guarantees in connection with said matches, contests and exhibitions.

(6) It is further agreed that said Manager shall keep proper books and accounts and shall be responsible for the collection and receipt of all moneys and the payment of all accounts relat-

ing to such matches, contests and exhibitions.

(7) The said Boxer shall fulfill all contracts and agreements for matches, contests and exhibitions, made for him by said Manager, provided they are legal under the laws of the state, or country in which said matches, contests and exhibitions take place.

(8) It is further agreed that the Boxer shall at all times during the existence of this agreement keep himself in the best physical conditions possible, and shall train, diet and prepare himself for all matches, contests and exhibitions under the supervision and direction of said Manager.

(9) It is further mutually agreed between the said parties that the earnings or receipts from each match, contest and exhibition shall be divided as follows:-

(a) After the deduction of all expenses incidental to said match, contest and exhibition, the said Manager is to receive $33 \frac{1}{3}$ per cent of the net amount and the Boxer to receive $66 \frac{2}{3}$ per cent of the net amount.

(10) The parties hereto agree that if any dispute shall arise between them and the same cannot be amicably adjusted between themselves, such disputes shall be submitted and referred to the determination and award of an arbitrator who shall be selected and agreed upon by the said parties.

(11) The party of the first part shall have the right to renew this agreement for an additional period of five years upon terms to be agreed upon.

This agreement shall enure to the benefit of the respective heirs, executors, administrators and assigns of the parties hereto.

Witness our hands and seals this 7th day of April, 1947.

Bolin C. Depant
Witness

John H. Glanville

Roger A. Toothaker